

# Exhibit 1

1 UNITED STATES DISTRICT COURT  
2 CENTRAL DISTRICT OF CALIFORNIA  
3 WESTERN DIVISION  
4

5 SECURITIES AND EXCHANGE  
6 COMMISSION,

7 Plaintiff,

8 vs.

9 JAMMIN JAVA CORP., dba MARLEY  
10 COFFEE, SHANE G. WHITTLE, WAYNE  
11 S. P. WEAVER, MICHAEL K. SUN, RENE  
12 BERLINGER, STEPHEN B. WHEATLEY,  
13 KEVIN P. MILLER, MOHAMMED A. AL-  
14 BARWANI, ALEXANDER J. HUNTER,  
15 and THOMAS E. HUNTER,

16 Defendants.  
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Case No. 2:15-cv-08921 SVW (MRWx)

**CONSENT OF DEFENDANT  
JAMMIN JAVA CORP.**

1           1.     Defendant Jammin Java Corp. ("Defendant") acknowledges having been served  
2 with the complaint in this action and admits the Court's jurisdiction over Defendant and over  
3 the subject matter of this action.

4           2.     Without admitting or denying the allegations of the complaint (except as  
5 provided herein in paragraph 10 and except as to personal and subject matter jurisdiction,  
6 which Defendant admits), Defendant hereby consents to the entry of the final judgment in the  
7 form attached hereto (the "Final Judgment") and incorporated by reference herein, which,  
8 among other things:

9                   (a)    permanently restrains and enjoins Defendant from violation of Section 5  
10                       of the Securities Act of 1933 ("Securities Act"), 15 U.S.C. § 77e; and

11                   (b)   orders Defendant to pay disgorgement in the amount of \$605,330.73, plus  
12                       prejudgment interest thereon in the amount of \$94,669.27, totaling  
13                       \$700,000.

14           3.     Defendant waives entry of findings of fact and conclusions of law pursuant to  
15 Rule 52 of the Federal Rules of Civil Procedure.

16           4.     Defendant waives the right, if any, to a jury trial and to appeal from the entry of  
17 the Final Judgment.

18           5.     Defendant enters into this Consent voluntarily and represents that no threats,  
19 offers, promises, or inducements of any kind have been made by the Commission or any  
20 member, officer, employee, agent, or representative of the Commission to induce Defendant to  
21 enter into this Consent.

22           6.     Defendant agrees that this Consent shall be incorporated into the Final  
23 Judgment with the same force and effect as if fully set forth therein.

24           7.     Defendant will not oppose the enforcement of the Final Judgment on the  
25 ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil  
26 Procedure, and hereby waives any objection based thereon.

27           8.     Defendant waives service of the Final Judgment and agrees that entry of the  
28 Final Judgment by the Court and filing with the Clerk of the Court will constitute notice to

1 Defendant of its terms and conditions. Defendant further agrees to provide counsel for the  
2 Commission, within thirty days after the Final Judgment is filed with the Clerk of the Court,  
3 with an affidavit or declaration stating that Defendant has received and read a copy of the  
4 Final Judgment.

5 9. Consistent with 17 C.F.R. 202.5(f), this Consent resolves only the claims  
6 asserted against Defendant in this civil proceeding. Defendant acknowledges that no promise  
7 or representation has been made by the Commission or any member, officer, employee, agent,  
8 or representative of the Commission with regard to any criminal liability that may have arisen  
9 or may arise from the facts underlying this action or immunity from any such criminal liability.  
10 Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding,  
11 including the imposition of any remedy or civil penalty herein. Defendant further  
12 acknowledges that the Court's entry of a permanent injunction may have collateral  
13 consequences under federal or state law and the rules and regulations of self-regulatory  
14 organizations, licensing boards, and other regulatory organizations. Such collateral  
15 consequences include, but are not limited to, a statutory disqualification with respect to  
16 membership or participation in, or association with a member of, a self-regulatory  
17 organization. This statutory disqualification has consequences that are separate from any  
18 sanction imposed in an administrative proceeding. In addition, in any disciplinary proceeding  
19 before the Commission based on the entry of the injunction in this action, Defendant  
20 understands that it shall not be permitted to contest the factual allegations of the complaint in  
21 this action.

22 10. Defendant understands and agrees to comply with the terms of 17 C.F.R.  
23 § 202.5(e), which provides in part that it is the Commission's policy "not to permit a defendant  
24 or respondent to consent to a judgment or order that imposes a sanction while denying the  
25 allegations in the complaint or order for proceedings," and "a refusal to admit the allegations is  
26 equivalent to a denial, unless the defendant or respondent states that he neither admits nor  
27 denies the allegations." As part of Defendant's agreement to comply with the terms of Section  
28 202.5(e), Defendant: (a) will not take any action or make or permit to be made any public

1 statement denying, directly or indirectly, any allegation in the complaint or creating the  
2 impression that the complaint is without factual basis; (b) will not make or permit to be made  
3 any public statement to the effect that Defendant does not admit the allegations of the  
4 complaint, or that this Consent contains no admission of the allegations, without also stating  
5 that Defendant does not deny the allegations; and (c) upon the filing of this Consent,  
6 Defendant hereby withdraws any papers filed in this action to the extent that they deny any  
7 allegation in the complaint. If Defendant breaches this agreement, the Commission may  
8 petition the Court to vacate the Final Judgment and restore this action to its active docket.  
9 Nothing in this paragraph affects Defendant's: (a) testimonial obligations; or (b) right to take  
10 legal or factual positions in litigation or other legal proceedings in which the Commission is  
11 not a party.

12 11. Defendant hereby waives any rights under the Equal Access to Justice Act, the  
13 Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to  
14 seek from the United States, or any agency, or any official of the United States acting in his or  
15 her official capacity, directly or indirectly, reimbursement of attorney's fees or other fees,  
16 expenses, or costs expended by Defendant to defend against this action. For these purposes,  
17 Defendant agrees that Defendant is not the prevailing party in this action since the parties have  
18 reached a good faith settlement.

19 12. In connection with this action and any related judicial or administrative  
20 proceeding or investigation commenced by the Commission or to which the Commission is a  
21 party, Defendant (a) agrees to appear and be interviewed by Commission staff at such times  
22 and places as the staff requests upon reasonable notice; (b) will accept service by mail or  
23 facsimile transmission of notices or subpoenas issued by the Commission for documents or  
24 testimony at depositions, hearings, or trials, or in connection with any related investigation by  
25 Commission staff; (c) appoints Defendant's undersigned attorney as agent to receive service of  
26 such notices and subpoenas; (d) with respect to such notices and subpoenas, waives the  
27 territorial limits on service contained in Rule 45 of the Federal Rules of Civil Procedure and  
28 any applicable local rules, provided that the party requesting the testimony reimburses

1 Defendant's travel, lodging, and subsistence expenses at the then-prevailing U.S. Government per  
2 diem rates; and (e) consents to personal jurisdiction over Defendant in any United States  
3 District Court for purposes of enforcing any such subpoena.

4 13. Defendant agrees that the Commission may present the Final Judgment to the  
5 Court for signature and entry without further notice.

6 14. Defendant agrees that this Court shall retain jurisdiction over this matter for the  
7 purpose of enforcing the terms of the Final Judgment.

8 Dated: April , 2016

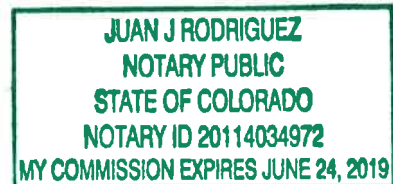
Jammin Java Corp.

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10 By: BRENT R. TOEVS  
Brent R. Toevs  
Chief Executive Officer  
4730 Tejon Street  
Denver, CO 80211

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14 On <sup>th</sup> 27, 2016, 9 April, a person known to me, personally appeared before me and  
15 acknowledged executing the foregoing Consent with full  
16 authority to do so on behalf of Brent Toevs as its C.E.O.

17  
18 Notary Public  
Commission expires: 06-24-2019

19  
20 Approved as to form:



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